

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR
DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
QWEST INTERPRISE AMERICA, INC.**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned is a "Participating Entity" which shall be defined as Participating Entity states of WESTERN STATES CONTRACTING ALLIANCE (hereafter "Participating Entity"): (i) which requests equipment pursuant to the terms and conditions of the STATE OF UTAH STATEWIDE CONTRACT AR637 (hereafter the "Master Agreement") by executing this Participating Addendum ("PA"); and, (ii) whose request for the sale of equipment by Qwest, at its sole discretion, is accepted by Qwest executing this PA.

2. The undersigned Participating Entity is executing this PA for the purpose of purchasing telecommunications equipment from Qwest Interprise America, Inc. ("Qwest"), pursuant to the Master Agreement by and between State of Utah and Qwest. Participating Entity shall be subject to all terms and conditions of this PA and the Master Agreement. Lease agreement terms and conditions have not been approved for use by Purchaser(s) under this PA.

3. Scope: The general purpose of this Contract is to provide: Data Communications Equipment and Associated OEM Maintenance & Training.

4. Changes to Master Agreement specific to the State of Washington specified in the Attachment(s) to this PA, incorporated herein by this reference.

5. Primary Contact/ Legal Notices:

5.1. Any notice or demand or other communication required or permitted to be given under this PA or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, or via facsimile, to the parties at the addresses and fax number provided in this section. For purposes of complying with any provision in this PA or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

5.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

5.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this PA is served upon Qwest or Participating Entity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Qwest and Participating Entity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

5.4. For Participating Entity:

State of Washington Department of Information Services	
Attn: TSD Contract Administrator	
Mailing Address:	Street Address:
PO Box 42445	2411 Chandler Court SW
Olympia, WA 98504	Olympia, WA 98502
Phone: (360) 725-4200	
Fax: (360) 664-0711	
E-mail: mcadmin@dis.wa.gov	

5.5. For Qwest:


Qwest Interprise America	
Attn: Vice President Legal Affairs Dept, Commercial Law	
Mailing Address:	With Copy To:
1801 California Street	Qwest Interprise America, Inc
38th Floor	Attn: Wendy Rock, Account Manager
Denver, CO 80202	512 12 th Avenue SE, Suite 400
Phone: (303) 308-5000	Olympia, WA 98501
Fax: (303) 672-2755	Phone: (360) 754-5957
	Fax: (360) 754-3085

6. This PA together with its Attachment(s) and the Master Agreement, Number AR637, together with its Attachment(s), (administered by the State of Utah), set forth the entire agreement between the parties with respect to the subject matter hereof and supercede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, shall not be added to or incorporated into this PA or the Master Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms. All Orders issued by Purchasers within the jurisdiction of this PA shall include Master Agreement Number AR637.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Approved

State of Washington
Department of Information Services


Signature

Michael B. Emans

Print or Type Name

Assistant Director

Title

3/5/03
Date

Approved

Qwest Interprise America, Inc.


Signature

Stephen Brinkmann

Print or Type Name

Director of Offer Management

Title

03/03/03
Date

Approved as to Form

State of Washington

Office of the Attorney General

*Approved as to form by Chip Holcomb
via email dated 2/28/2003, attached*

Signature

Chip Holcomb

Print or Type Name

Senior Counsel, AGO

Title

Date

Vendor Information

Vendor's UBI Number:

600 517 141

Minority or Woman Owned Business Enterprise

Yes _____

No ☒

(Certification Number)

Kirk, Marie (DIS)

From: Holcomb, Chip (ATG)
Sent: Friday, February 28, 2003 3:37 PM
To: Kirk, Marie (DIS)
Subject: RE: Qwest WSCA PA

Consider it approved

Chip Holcomb
Senior Counsel, Attorney General's Office
P.O. Box 40108
905 Plum St., Bldg. 3
Olympia, WA 98504-0108
voice: (360)753-9671
fax: (360) 586-3593
email: chiph@atg.wa.gov

-----Original Message-----

From: Kirk, Marie (DIS) [mailto:MarieK@DIS.WA.GOV]
Sent: Wednesday, February 26, 2003 5:33 PM
To: Holcomb, Chip (ATG); Chip Holcomb (E-mail 2)
Subject: Qwest WSCA PA

Chip, here is the Qwest PA and pricing and the Utah-Qwest contract. Looking for approval as to form on the PA. An email response would be fine. Thanks.

Marie

-----Original Message-----

From: Kirk, Marie (DIS)
Sent: Wednesday, February 26, 2003 5:28 PM
To: Wendy E. Rock (E-mail)
Cc: Steven Kilmer (E-mail)
Subject: WSCA PA with last changes!!

Wendy, as we discussed, the last "tracking" document with changes to #6 and signature on page 2, and changes to #23. Pricing is good to go. Send me the final cleaned up PA electronically and get it signed. Yipee and thanks.

<< File: DISWSCAcc030219FinalTracking.doc >>
branded mtn-c-install list 02-21-03 Tim Otto.xls >>
Contract.doc >>

<< File: WSCA Qwest
<< File: Qwest_Utah_WSCA

Marie Kirk

Contracts Manager

Department of Information Services
Telecommunication Services Division

voice: 360.725.4241
fax: 360.664.0711

ATTACHMENT 1
WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR
DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
QWEST INTERPRISE AMERICA, INC.

1. DEFINITIONS.

"Acceptance Date" shall mean: (i) for Contractor-installed Products or Products undergoing formal acceptance testing, the date of Purchaser's written notification to Contractor of acceptance of the Products; (ii) for other Products, the twentieth (20th) Business Day after the date of shipment.

"Confidential Information" shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code, Purchaser network configuration information, or other information which is marked confidential at the time of disclosure.

"Contractor/Offendor/Vendor" shall mean Qwest Interprise America, Inc., its employees and agents. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this PA.

"Customer" shall mean the same as "Purchaser".

"DIS" shall mean the State of Washington, Department of Information Services.

"Effective Date" shall mean the first date this PA is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this PA.

"Order Document"/"Order" shall mean any official State document and attachments thereto specifying Products and Services to be purchased or licensed from Contractor under this PA. Each Order shall specify on its face the types and quantities of Products and/or Services to be furnished by Contractor pursuant to the Order, the delivery date(s), and the installation site(s).

"Participating Addendum" or "PA" shall mean this agreement between the Contractor and the State of Washington, a Participating State, that clarifies the operation of the Master Agreement and may add other state-specific language or other requirements.

"Participating Entity" shall mean a member of WSCA who has indicated its intent to participate, as disclosed in the solicitation, or who subsequently signs a PA.

"Procuring Agency(ies)" shall mean the same as "Purchaser".

"Product(s)" shall mean data communications equipment, specifically, Cisco routers, switches, and LAN/WAN Wireless, and Kentrox CSUs/DSUs, and associated components, software and documentation. Stand-alone voice equipment is specifically excluded from the definition of Products that can be sold under this PA.

"Proprietary Information" shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by United States copyright, patent, trademark, or trade secret laws.

"Purchaser" shall mean DIS and any other state agency, or political subdivision (including public schools, colleges or universities), or qualified non-profit organization of the state of Washington, who have a properly executed Interlocal Cooperative Agreement (Customer Service Agreement) with DIS.

"Purchasing Entity(ies)" shall mean the same as "Purchaser".

"Service(s)" shall mean installation, training and maintenance services for eligible Products.

"Subcontractor" shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this PA under a separate contract with Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

2. ORDER OF PRECEDENCE. In the event of any inconsistency in this PA, the inconsistency shall be resolved in the following order of precedence:

- (i) Sections of this PA, including its Attachments;
- (ii) WSCA Master Agreement, Number AR637;
- (iii) Contractor's Response to Request for Proposal (RFP) LW1907;
- (iv) Utah's Request for Proposal LW1907;
- (v) The terms and conditions contained on Purchaser's Order Documents.

3. FORCE MAJEURE. Contractor, DIS or Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS or Purchaser, or their respective Subcontractors.

4. DELIVERY.

4.1. The prices offered shall be the delivered price to any WSCA state agency or political subdivision. Contractor shall ship all products F.O.B. destination, freight prepaid, with all transportation and handling charges paid by the contractor. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause. Except for damage caused by the Purchaser, responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Purchaser, except as to latent defects, fraud and Contractor's warranty obligations.

4.2. Whenever a Purchaser does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchaser. Contractor is responsible for the pick-up of returned equipment.

5. NONDISCRIMINATION. The Offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or

national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, and Title 49.60 RCW, Washington Law Against Discrimination. The Offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Offeror fails to comply with the provisions of these laws and regulations. The Offeror must include this provision in every subcontract relating to purchases by the States to ensure that Subcontractors are bound by this provision.

6. ACCEPTANCE TESTING. Contractor agrees that Purchaser may choose to require formal acceptance testing on Products purchased under this PA. Such acceptance testing criteria shall be mutually negotiated and agreed to by both Purchaser and Contractor on an individual case basis. In that case, no payment will be authorized until the Product has met the standard of performance and has been accepted, in writing, by Purchaser.

7. RECORDS ADMINISTRATION. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this PA. These records will be retained by the contractor for at least six (6) years after the contract terminates, or until all audits or litigation initiated within the six (6) years have been completed, whichever is later.

8. GENERAL

8.1 Participating Entity or Purchaser is responsible for meeting all physical and environmental site standards and requirements of the equipment manufacturer and of Contractor for installation and/or operation, as appropriate, of equipment installed or serviced by Contractor under the Agreement.

8.2 Any agreement by Contractor to a Participating Entity or Purchaser requested change or cancellation (in whole or in part) of equipment, software or services under this Agreement shall be subject to Participating Entity's or Purchaser's payment of all restocking charges incurred by Contractor.

8.3 Returns of new, unopened or installed equipment within thirty (30) days from the ship date are subject to a 15% percent restocking fee. No returns after thirty (30) days.

9. SURVIVORSHIP. All license and purchase transactions executed and Services provided pursuant to the authority of this PA shall be bound by all of the terms, conditions, prices and discounts set forth within this PA or the Master Agreement, notwithstanding the expiration of the initial term of this PA or the Master Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this PA and the Master Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this PA or the Master Agreement shall so survive. In addition, the terms of the sections titled Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Order of Precedence; Publicity; Patents; Copyrights and Disputes shall survive the termination of this PA.

10. ADVANCE PAYMENT PROHIBITED. No advance payment shall be made for Products or Services furnished by Contractor pursuant to this PA. Notwithstanding the above, payments for maintenance may be made in advance on a monthly, quarterly or annual basis, at Purchaser's option.

11. TAXES. Purchaser will pay sales and use taxes, if any, imposed on the Products or Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property.

12. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS. Any written commitment by Contractor within the scope of this PA shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this PA. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time, and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

13. PROTECTION OF PURCHASER'S CONFIDENTIAL INFORMATION.

13.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this PA or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this PA, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this PA, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors reasonably necessary to further the purpose of this PA. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

13.2 Immediately upon expiration or termination of this PA, Contractor shall, at Purchaser's or DIS' option: (i) certify to Purchaser or DIS that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser or DIS requires of Contractor to protect Purchaser's Confidential Information.

13.3 DIS and Purchaser reserve the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this PA. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

13.4 Violation of this section by Contractor or its Subcontractors may result in termination of this PA and demand for return of all Confidential Information, monetary damages, or penalties.

13.5 The obligations imposed by this Contract shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Vendor; or (b) is or becomes publicly available through no fault of Vendor; or (c) is obtained by Vendor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the DISCLOSING PARTY; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

14. PUBLICITY.

14.1. Entering into this PA with Contractor is not in any way an endorsement of Contractor or Contractor's Services by Purchasing Entity or Purchasers and shall not be so construed by Contractor in any advertising or other publicity materials.

14.2. DIS and Contractor each agree to submit to the other, all advertising, sales promotion, and other publicity materials relating to this Contract and Services wherein either Party's name is mentioned, language is used, or Internet links are provided from which the connection of Party's name therewith may, in other Party's judgment, be inferred or implied. DIS and Contractor further agree not to publish or use

such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the other Party prior to such use

14.3. Nothing contained in this Section, however, shall be construed to apply to the following: (i) communications among Purchasers or communications between Purchasers and other agencies and branches of the Washington State Government; and, (ii) posting by DIS of a copy of this contract on its website(s), together with a notation identifying Contractor as a supplier for the Services.

15. INSURANCE COVERAGE.

15.1. Vendor shall, during the term of this PA, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*.

15.2. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this PA, Vendor shall provide written notice of such to DIS within ten (10) Business Days of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this PA's termination.

15.3. The minimum acceptable limits shall be as indicated below:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million;

15.4. Vendor shall pay premiums on all insurance policies. Such insurance policies certificate(s) shall name DIS as an additional insured on all general liability, automobile liability and umbrella policies. Such insurance certificates shall also reference the Master Agreement number AR637 and this PA number, 03-01, and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.

15.5. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State subject to the hold harmless/ indemnification agreements under this PA and shall include a severability of interests (cross-liability) provision.

15.6. Vendor shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

15.7. Vendor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of this PA's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the first business day in the month of April for each successive year that this PA or the Master Agreement is in full force and effect. Failure to provide evidence of coverage may, at DIS' sole option, result in this PA's termination.

15.8. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to the State in this PA.

16. INDUSTRIAL INSURANCE COVERAGE. Prior to performing work under this PA, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this PA. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and Services under this PA.

17. WAIVER. Waiver of any breach of any term or condition of this PA shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this PA shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

18. DISPUTES.

18.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Contractor and it cannot be resolved between the parties, or with the help of the TSD Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

18.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

- a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.
- b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
- c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

18.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

18.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible

18.5. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this PA that are not affected by the dispute.

18.6. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

19. DIS ADMINISTRATIVE FEE. All purchases made under this PA are subject to a DIS Administration Fee, to be collected by Contractor and remitted to DIS. The Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax. The Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice. Contractor shall remit the Administration Fee directly to the TSD Contract Administrator, along with the PA Activity Report. The check shall be payable to Department of Information Services.

20. DIS ACTIVITY REPORTING.

20.1. Contractor shall submit to the TSD Contract Administrator a Monthly Activity Report of all Product and Service purchases made under this PA. The report shall identify:

- a) The Master Price Agreement (AR637);
- b) Each Purchaser making purchases during that month;
- c) The total invoice price, excluding sales tax for each Purchaser;
- e) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
- f) The DIS Administration Fee.

20.2. The Activity Report and the DIS Administration Fee shall be submitted by the 15th calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the TSD Contract Administrator. This report may be corrected or modified by the TSD Contract Administrator with subsequent written notice to Contractor. Monthly reports are required even if no activity occurred. Upon request by DIS, Contractor shall provide, in the format requested, the contact information for all Purchasers during the term of the PA.

21. FAILURE TO REMIT REPORTS / FEES. Failure of Contractor to remit the Activity Report together with the Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this PA with Contractor.

22. INVOICE / PAYMENT.

22.1. Contractor will submit properly itemized invoices to each Purchaser within forty-five (45) days of delivery of Products and/or Services at the address(es) indicated in the Order Document. Invoices shall provide and itemize, as applicable:

- a) The Master Price Agreement number, AR 637;
- b) Purchaser's name and address and Order Document number;
- c) Contractor name, remittance address, phone number, e-mail address, fax number and Federal Taxpayer Identification Number;
- d) Description of Products, including price, quantity ordered, model and serial numbers;
- e) Date(s) of delivery and/or date(s) of installation and set up;
- f) Price for each item, or manufacturer's list price for each item and applicable discounts;
- g) Description of Services provided, including dates;
- h) Net invoice price for each item;
- i) Applicable taxes;
- j) DIS Administration Fee (0.5% or 0.005 of the total purchase price);
- k) Other applicable charges;
- l) Total invoice price; and

m) Payment terms including any available prompt payment discounts.

22.2. Payment for completion of a Order is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be remitted by mail, or via electronic funds transfer. Payments may be made via a Purchasing Entity's "Purchasing Card".

22.3. Payments for maintenance services may be made in advance on a monthly, quarterly or annual basis, at Purchaser's option. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

23. **MAINTENANCE PRICING.** Qwest branded maintenance pricing shall be equal or less than Cisco's branded maintenance pricing.

24. TERMINATION CHARGES – CPE MAINTENANCE SERVICES.

24.1. If a Purchaser terminates a maintenance agreement early, discontinuance charges shall apply, unless Purchaser issues a maintenance agreement with a value equal to or greater than the balance of the current maintenance agreement. Purchaser shall pay termination charges for all remaining months terminated in the current annual period. An Annual period is defined as twelve months equal 1 annual period, twenty-four months equals 2 annual periods and thirty-six months equal 3 annual periods, calculated as follows:

(1) Monthly Rates for Service Terminated	x	(2) 20%	x	(3) Months remaining in the current annual period	+	(4) All Due but Unpaid Charges	=	Termination Charge
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24.2. Purchaser may terminate the Service(s) without liability for the discontinuance charges described herein if Contractor does not provide services in accordance with the terms of the Master Agreement. Termination shall be effective thirty (30) days after Contractor's receipt of Purchaser's written notice of its intent to terminate, if Contractor does not cure the failure of service within that thirty-day period.

25. **TERMINATION FOR NON-APPROPRIATIONS.** If funds are not allocated to a Purchaser to continue a maintenance agreement, Purchaser may terminate its maintenance agreement upon thirty (30) days' written notice to Vendor without termination charges, or otherwise work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. This section shall not be construed to permit a Purchaser to terminate its maintenance agreement in order to acquire similar Services from a third party.

26. **GOVERNING LAW.** This PA shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this PA or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

27. **VENDOR'S PROPRIETARY INFORMATION.** Vendor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW and that this PA shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain

the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, DIS or Purchaser will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

28. TITLE. Upon receipt of payment therefore, Contractor shall convey Purchaser good title to any equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

ATTACHMENT 2
 WESTERN STATES CONTRACTING ALLIANCE
 PARTICIPATING ADDENDUM
 FOR
 DATA COMMUNICATIONS EQUIPMENT
 BETWEEN
 THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
 AND
 QWEST INTERPRISE AMERICA, INC.

Qwest Branded Maintenance & Installation

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
Kentrox Equipment										
72561	Kentrox	T1 dual-port CSU\DSU	\$405.00	N/A	N/A	N/A	\$299.40	N/A	N/A	
72656	Kentrox	Datasmart T1 CSU\DSU	\$405.00	N/A	N/A	N/A	\$250.00	N/A	N/A	
72658	Kentrox	Datasmart T1 add-drop CSU\DSU	\$405.00	N/A	N/A	N/A	\$240.00	N/A	N/A	
72771	Kentrox	Datasmart T1 quad-port add-drop CSU\DSU	\$405.00	N/A	N/A	N/A	\$431.40	N/A	N/A	
78280	Kentrox	56k CSU\DSU plugin	\$405.00	N/A	N/A	N/A	\$71.40	N/A	N/A	
78285	Kentrox	56k CSU\DSU standalone	\$405.00	N/A	N/A	N/A	\$59.40	N/A	N/A	
Cisco Routers										
Cisco1600	Cisco	ethernet \ serial modular router	\$500.00	\$150.00	\$220.00	\$240.00	\$190.00	\$275.00	\$300.00	
Cisco2501	Cisco	ethernet \ dual serial router	N/A	\$289.00	\$420.00	\$462.00	\$363.00	\$520.00	\$578.00	April 30, 2002
Cisco2502	Cisco	token ring \ dual serial router	N/A	\$289.00	\$420.00	\$462.00	\$363.00	\$520.00	\$578.00	March 31, 2001
Cisco2503	Cisco	ethernet - BRI \ dual serial router	N/A	\$315.00	\$457.00	\$504.00	\$394.00	\$567.00	\$630.00	May 31, 2001
Cisco2505	Cisco	ethernet - hub \ dual serial router	N/A	\$315.00	\$457.00	\$504.00	\$394.00	\$567.00	\$630.00	March 31, 2001
Cisco2511	Cisco	access server router	\$500.00	\$315.00	\$457.00	\$504.00	\$394.00	\$567.00	\$630.00	
Cisco2513	Cisco	ethernet-token ring \ dual serial router	N/A	\$315.00	\$457.00	\$504.00	\$394.00	\$567.00	\$630.00	March 31, 2001
Cisco2514	Cisco	dual ethernet \ dual serial router	N/A	\$315.00	\$457.00	\$504.00	\$394.00	\$567.00	\$630.00	April 30, 2002
Cisco2610	Cisco	Ethernet Modular router with IP software	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	April 26, 2003

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
Cisco2610XM	Cisco	10/100 Ethernet Router w/ Cisco IOS IP	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	April 26, 2003
Cisco2611	Cisco	Dual Ethernet Modular Router	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	
Cisco2611XM	Cisco	Dual 10/100 Ethernet Router w/ Cisco IOS IP	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	
Cisco 2621	Cisco	Dual 10/100 Ethernet Router with dual WICs	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	April 26, 2003
Cisco 2621XM	Cisco	Mid Performance Dual 10/100 Ethernet Router w/Cisco IOS IP	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	
Cisco 2651XM	Cisco	High Performance Dual 10/100 Modular Router w/Cisco IOS IP	\$500.00	\$392.00	\$569.00	\$627.00	\$490.00	\$706.00	\$784.00	
Cisco3620	Cisco	2-slot modular router	\$630.00	\$600.00	\$870.00	\$960.00	\$750.00	\$1,090.00	\$1,200.00	
Cisco3640	Cisco	4-slot modular router	\$630.00	\$1,000.00	\$1,450.00	\$1,600.00	\$1,255.00	\$1,835.00	\$2,000.00	
*Cisco7204	Cisco	Cisco 7204, 4-slot chassis	\$1,200.00	\$2,625.00	\$3,324.00	\$4,200.00	\$3,282.00	\$4,762.00	\$5,250.00	
*Cisco7206	Cisco	Cisco 7206, 6-slot chassis	\$1,200.00	\$3,150.00	\$4,568.00	\$5,040.00	\$3,938.00	\$5,712.00	\$6,300.00	
*Cisco7505	Cisco	Cisco 7505 5-Slot, 1 CyBus, 1RSP2	\$1,200.00	\$4,830.00	\$7,004.00	\$7,728.00	\$6,038.00	\$8,755.00	\$9,660.00	
*Cisco7507	Cisco	Cisco 7507 7-Slot, 2 CyBus, 1 RSP2	\$1,200.00	\$7,064.00	\$10,246.00	\$11,302.00	\$8,834.00	\$12,806.00	\$14,128.00	
*Cisco7513	Cisco	13-slot modular core router	\$1,200.00	\$9,608.00	\$13,930.00	\$15,372.00	\$12,009.00	\$17,417.00	\$19,214.00	
Cisco Switches										
Cisco C2950G12	Cisco	Catalyst 2950G -12 port Switch, 10/100TX(RJ-45)	\$500.00	\$200.00	\$289.00	\$319.00	\$250.00	\$362.00	\$399.00	
Cisco C2950G24	Cisco	Catalyst 2950G-24 port Switch, 10/100TX(RJ-45)	\$500.00	\$240.00	\$347.00	\$383.00	\$300.00	\$434.00	\$479.00	
Cisco C2950G48	Cisco	Catalyst 2950G-48 port Switch, 10/100TX(RJ-45)	\$500.00	\$400.00	\$579.00	\$639.00	\$500.00	\$724.00	\$799.00	
Cisco C2948G L3	Cisco	Catalyst 2948G Switch,48 10/100TX(RJ-45)+ 2 1000X GBIC Slots	\$500.00	\$800.00	\$1,159.00	\$1,279.00	\$1,000.00	\$1,449.00	\$1,599.00	
Cisco C3508G	Cisco	Catalyst 3508G, 8-port Gig switch	\$500.00	\$475.00	\$690.00	\$760.00	\$595.00	\$860.00	\$950.00	
Cisco C3512	Cisco	Catalyst 3512, 12-port 10/100 switch	\$500.00	\$222.00	\$322.00	\$355.00	\$277.00	\$402.00	\$445.00	
Cisco C3524	Cisco	Catalyst 3524, 24-port 10/100 switch	\$500.00	\$266.00	\$386.00	\$426.00	\$333.00	\$482.00	\$532.00	
Cisco C3548	Cisco	Catalyst 3548, 48-port 10/100 switch	\$500.00	\$475.00	\$689.00	\$760.00	\$594.00	\$860.00	\$950.00	

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
*Cisco C4003	Cisco	Catalyst 4000 Chassis (3-slot)	\$500.00	\$1,447.00	\$2,098.00	\$2,315.00	\$1,808.00	\$2,622.00	\$2,893.00	
*Cisco C4006	Cisco	Catalyst 4000 Chassis (6-slot)	\$500.00	\$1,675.00	\$2,345.00	\$2,568.00	\$2,047.00	\$2,885.00	\$3,164.00	
*Cisco C5500	Cisco	Catalyst 5500 Switch	N/A	\$5,750.00	\$8,338.00	\$9,200.00	\$7,188.00	\$10,425.00	\$11,500.00	
*Cisco C5505	Cisco	Catalyst 5505 Chassis	N/A	\$2,300.00	\$3,335.00	\$3,680.00	\$2,875.00	\$4,169.00	\$4,600.00	
*Cisco C5509	Cisco	Catalyst 5509 Chassis	N/A	\$4,600.00	\$6,670.00	\$7,360.00	\$5,750.00	\$8,340.00	\$9,200.00	
*Cisco C6506	Cisco	Catalyst 6506 Chassis	\$1,200.00	\$5,250.00	\$7,613.00	\$8,400.00	\$6,563.00	\$9,518.00	\$10,500.00	
*Cisco C6509	Cisco	Catalyst 6509 Chassis	\$1,200.00	\$6,500.00	\$9,425.00	\$10,400.00	\$8,125.00	\$11,785.00	\$13,000.00	
*Cisco C6513	Cisco	Catalyst 6513 Chassis	\$1,200.00	\$11,000.00	\$13,950.00	\$15,600.00	\$13,750.00	\$16,937.00	\$19,000.00	

*Note: Chassis based equipment installation and maintenance pricing is based on standard configurations. There may be additional charges associated with the installation and maintenance of equipment that have unique applications. For example, RSM modules, optical interfaces, voice over IP etc. Please confirm pricing with Qwest account team member.

Time and Material - Best Effort:	\$175/hr
Standard Hours:	M-F, 8-5
Restocking fee	15% of product purchase price. No returns after 30 days.
Minimum 2 hour install charge	\$350

Installation rates are applicable within 50 mile radius of the following cities: Seattle, Olympia, Spokane, Portland

Mileage uplift charges will apply for those locations that require extra travel to deliver services. Uplift charges are based on the following:

Zone	Mileage	Services Uplift
A	0-50 miles	0% of installation rate
B	51-150 miles	35% of installation rate
C	151-300 miles	50% of installation rate
N/A	>300 miles	Custom quote

Note - The above parts represent typical purchases from customers. If a customer needs Qwest install and/or maintenance on a part not listed, please contact the appropriate Qwest representative to get a custom quote.

Qwest Branded Maintenance Support

For stand alone maintenance contracts, Qwest offers term discounts for Qwest branded maintenance as follows: 3 year - 5% discount; 5 year - 7%.

Additional discounts may be available based on volume. Please contact your Qwest representative for a custom quote.

For products that are no longer being sold i.e. Cisco2501 routers, Qwest's maintenance support has traditionally been aligned with Cisco's end of hardware support date which is two years after end of sale date.

Maintenance contracts will not cover equipment beyond the end of support date.